

# CITY OF DAYTON, OHIO

AD # 8/11 & 8/17

INVITATION FOR BID  
**IFB No. 20032JL**

**DIVISION OF PROCUREMENT**  
**Room 514, CITY HALL**  
**101 W. Third St.**  
**DAYTON, OHIO 45402**

## **GENERAL CONTRACTING SERVICES**

**For Further Information Contact:**

Javon S. Lewis, CPPB  
Room 514, CITY HALL  
101 W. Third St.  
Dayton, OH 45402  
Phone No. 937-333-4003  
Fax No. 937-234-1600

Date: August 11, 2020

Melissa A. Wilson, CPPB  
Purchasing Agent

ELECTRONIC PDF BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT EMAIL: [bids@daytonohio.gov](mailto:bids@daytonohio.gov); NO LATER THAN: **12:00 P.M. local (Dayton OH) time on August 27, 2020**

User Agency: Division of Property Management  
Requisition No.: PW0PM064

**Your electronic pdf bid is requested for the following:** To establish a firm Price Agreement for General Contracting Services – labor rates and material costs on an as needed basis only, with firm pricing through August 31, 2021 with a possible option to renew, at the City of Dayton's discretion, firm pricing for two (2) additional 12-month periods from September 1, 2021 through August 31, 2022 and September 1, 2022 through August 31, 2023

For additional information regarding this IFB, please contact the Division of Procurement, Javon S. Lewis at (937) 333-4003.

A copy of this bid may be found on the City's Website at: <http://www.daytonohio.gov/bids.aspx>.

All vendors must submit a current copy of their W-9 with their bid. If you have not registered with the City of Dayton, please complete and submit your complete vendor application form. Forms must be on file with the City of Dayton before any Purchase Order or Contract can be awarded to your company.

The deadline for questions will be 12:00 P.M. local (Dayton OH) time on August 14, 2020, and should be emailed to [Javon.Lewis@daytonohio.gov](mailto:Javon.Lewis@daytonohio.gov) with Subject Line: **IFB No. 20032JL Questions**.

Forms can be found on the City of Dayton's website at: <http://www.daytonohio.gov/348/Procurement-Management-Budget>.

**Submit one (1) signed original pdf bid to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). All supplemental documentation shall be submitted with bid.**

### **BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.**

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the Procurement office and will be available online once the award has been made.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847).

Multi-year orders are valid only if funds are available in succeeding years.

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of the City.

The City of Dayton reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list. We are not permitted to accept telephone bids or Fax bids.

**BIDDER'S PLEASE NOTE:** Your signed equal opportunity "Affirmative Action Assurance" form (available at Human Relations Council, 371 W. Second St., Suite 100, Dayton, Ohio 45402--Phone No. 937-333-1403) must be on file with the City of Dayton before an order or contract can be issued.

Please complete and return promptly to the Human Relations Council.

# BID TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

Date: \_\_\_\_\_

Buyer: Javon S. Lewis Voice (937) 333-4003

I.F.B. No. 20032JL

**Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.**

### DESCRIPTION

#### GENERAL CONTRACTING SERVICES - LABOR RATES AND MATERIAL COSTS ONLY

All bids shall include a copy of the bidder's general liability insurance certificate demonstrating proof that this insurance coverage is available.

To establish a firm Price Agreement for general contracting services with firm pricing through August 31, 2021 with a possible option to renew, at the City of Dayton's discretion, firm pricing for two (2) additional 12-month periods from September 1, 2021 through August 31, 2023.

➤ Price shall remain firm for the period through August 31, 2021?

Yes [ ] or No [ ] If no, for how long? \_\_\_\_\_.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from September 1, 2021 through August 31, 2022) at the City's sole discretion?

Yes [ ] or No [ ] If no, state maximum percent of increase (based on pricing as of first year of bid) to retain this option is \_\_\_\_%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

➤ Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from September 1, 2022 through August 31, 2023) at the City's sole discretion?

Yes [ ] or No [ ] If no, state maximum percent of increase (based on pricing as of first year of bid) to retain this option is \_\_\_\_%. Any provided request shall be accompanied by supporting documentation that clearly indicates the detailed justification of the requested increase.

**Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty listed below with your company's bid response.**

**BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.**

"I certify the bidding entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages." [ ] YES [ ] NO

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: \_\_\_\_\_% 10th Proximo.  
Leave blank if your terms are Net 30 Days.

Delivery will be made within \_\_\_\_\_ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within **90** calendar days after bid opening unless otherwise stated.

Bidding Company \_\_\_\_\_

Address : \_\_\_\_\_

City

State

Zip Code

Email address to send Purchase Order to: \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print or Type) Name and Title

Signature: \_\_\_\_\_

Phone No. \_\_\_\_\_/FED. ID# \_\_\_\_\_

Fax No. \_\_\_\_\_

# BID TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

Date: \_\_\_\_\_

Buyer: Javon S. Lewis Voice (937) 333-4003

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### DESCRIPTION

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Bidders shall respond to all "Work Hours" and "Response Time" information requests in the spaces provided. Failure to do so may be grounds for bid rejection. **Bidders shall complete the City's bid form as no other forms will be accepted;** "See attached" in the designated pricing areas shall be only for additional pricing or information that are not listed in bid below.

#### WORK HOURS:

Should bidder choose to work other than "regular hours" without City approval, these hours shall be paid at the regular rate.

Standard work hours – Please define: \_\_\_\_\_

Non-Standard work hours – Please define: \_\_\_\_\_

Week-end work hours – Please define: \_\_\_\_\_

Holidays (as designated by Bidder) – Please define: \_\_\_\_\_  
(Bidder to provide annual Holiday list with bid response)

EMERGENCY SERVICES – available for 24x7x365 service YES [ ] NO [ ]

If yes, please provide a list of two (2) corporate officers or senior management personnel for contact purposes for 24 hour 365 day per year emergency contact.

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### RESPONSE TIME

- Contractor will respond back to City requestor's telephone calls within \_\_\_\_\_ hour(s), (minimum not to exceed 2 hours).
- On-site response time for all requested services shall be within \_\_\_\_\_ hours after contractor receives service request from the City, (Minimum not to exceed 8 hours).
- On-site response time for all EMERGENCY requests shall be within \_\_\_\_\_ hours after contractor receives a service request from the City, (minimum not to exceed 2 hours).

Bidding Company: \_\_\_\_\_

# BID TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

Date: \_\_\_\_\_

Javon S. Lewis Voice (937) 333-4003

I.F.B. No. 20032JL

**Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.**

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### DESCRIPTION

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Contractor's personnel must sign in upon arrival at the determined City facility and must sign out upon departing. It shall be the responsibility of the contractor to coordinate with the designated City representative on a procedure for the contractor's personnel to follow when entering or leaving City facilities.

**Contractor's hourly rate charges shall begin at the time of arrival to job site and shall conclude at time of job site departure.** Hourly rates listed below shall include all labor, tools, and equipment required for requested service work.

Contractor shall include hourly rates for all known job position(s), i.e. mason, apprentice, foreman, etc., that may be dispatched on improvement, maintenance, emergency maintenance and/or repair requests. Any additional positions not listed shall be stated in area designated "Other". If additional space is needed, please provide a supplemental sheet(s) using the format in this bid.

1 Services performed during STANDARD hours per bid forms and specifications

Apprentice Electrician:	\$_____ per hour
Cement Finisher:	\$_____ per hour
Carpenter:	\$_____ per hour
Heavy Equipment Operator:	\$_____ per hour
Journeyman Electrician:	\$_____ per hour
Iron Worker:	\$_____ per hour
Laborer:	\$_____ per hour
Mason:	\$_____ per hour
Painter:	\$_____ per hour
Plasterer/Drywall:	\$_____ per hour
Plumber:	\$_____ per hour
Supervisor:	\$_____ per hour
Welder:	\$_____ per hour
Other: _____	\$_____ per hour

Bidding Company: \_\_\_\_\_

# BID TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

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Date: \_\_\_\_\_

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### DESCRIPTION

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2. Services performed during NON-STANDARD hours per bid forms and specifications

Apprentice Electrician:	\$_____ per hour
Cement Finisher:	\$_____ per hour
Carpenter:	\$_____ per hour
Heavy Equipment Operator:	\$_____ per hour
Journeyman Electrician:	\$_____ per hour
Iron Worker:	\$_____ per hour
Laborer:	\$_____ per hour
Mason:	\$_____ per hour
Painter:	\$_____ per hour
Plasterer/Drywall:	\$_____ per hour
Plumber:	\$_____ per hour
Supervisor:	\$_____ per hour
Welder:	\$_____ per hour
Other: _____	\$_____ per hour

Bidding Company: \_\_\_\_\_

# BID TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-MAIL TO: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

Date: \_\_\_\_\_

Javon S. Lewis Voice (937) 333-4003

I.F.B. No. 20032JL

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### DESCRIPTION

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3. Services performed during WEEKEND hours per bid forms and specifications

Apprentice Electrician:	\$_____ per hour
Cement Finisher:	\$_____ per hour
Carpenter:	\$_____ per hour
Heavy Equipment Operator:	\$_____ per hour
Journeyman Electrician:	\$_____ per hour
Iron Worker:	\$_____ per hour
Laborer:	\$_____ per hour
Mason:	\$_____ per hour
Painter:	\$_____ per hour
Plasterer/Drywall:	\$_____ per hour
Plumber:	\$_____ per hour
Supervisor:	\$_____ per hour
Welder:	\$_____ per hour
Other: _____	\$_____ per hour

Bidding Company: \_\_\_\_\_

# BID TO THE CITY OF DAYTON, OHIO

## DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

E-Mail To: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)

Date: \_\_\_\_\_

Javon S. Lewis Voice (937) 333-4003

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### DESCRIPTION

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Services performed during HOLIDAY hours per bid forms and specifications

Apprentice Electrician:	\$_____ per hour
Cement Finisher:	\$_____ per hour
Carpenter:	\$_____ per hour
Heavy Equipment Operator:	\$_____ per hour
Journeyman Electrician:	\$_____ per hour
Iron Worker:	\$_____ per hour
Laborer:	\$_____ per hour
Mason:	\$_____ per hour
Painter:	\$_____ per hour
Plasterer/Drywall:	\$_____ per hour
Plumber:	\$_____ per hour
Supervisor:	\$_____ per hour
Welder:	\$_____ per hour
Other: _____	\$_____ per hour

Bidding Company: \_\_\_\_\_

**BID TO THE CITY OF DAYTON, OHIO**

**DIVISION OF PROCUREMENT**

**FAX NO. (937) 234-1600**

**E-Mail To: [bids@daytonohio.gov](mailto:bids@daytonohio.gov)**

**Javon S. Lewis Voice (937) 333-4003**

**I.F.B. No. 20032JL**

Date: \_\_\_\_\_

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ITEM NO.	DESCRIPTION	UNIT PRICE
5.	MATERIALS, SUPPLIES, CONSUMABLES AND RELATED MATERIALS  Material Cost – Your cost (verifiable) plus _____% = Cost to City of Dayton  Consumables/Truck stock - Your cost (verifiable) plus _____% = Cost to City of Dayton Is percentage (%) based on bidder's cost of material/consumables/truck stock? YES [ ] NO [ ]  If NO, please explain: _____  _____  _____	

Bidding Company: \_\_\_\_\_



City of Dayton, Ohio  
Division of Property Management  
General Contracting Services - Labor Rates and Material Costs Only  
IFB No. 20032JL  
July 2020

**REFERENCES FOR BIDDING COMPANY**

Name of Bidding Company: \_\_\_\_\_

**List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for IFB No. 20032JL. Do not use the City of Dayton as a reference.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



**CITY OF DAYTON**  
**DIVISION OF PROPERTY MANAGEMENT**  
**GENERAL CONTRACTING SERVICES**  
**LABOR RATES AND MATERIAL COSTS ONLY**

**SPECIFICATIONS**

The City of Dayton (“City”) is seeking bids from experienced, qualified firms to provide general contracting services at various City locations. These services shall include but are not limited to the improvement, maintenance, emergency maintenance and/or repairs required at various site locations in accordance with the specifications contained herein.

Successful bidder(s) will be responsible for supplying all labor, tools, materials, equipment, incidentals and supervision necessary to satisfy the requirements of this bid. All other items necessary for the satisfactory performance of this agreement shall be the responsibility of the bidder and shall be included in the bid price. A complete list of site locations is listed in Attachment A: Site Locations.

**Multiple Awards**

The City shall have the right to issue multiple awards as a result of this solicitation, but reserves the right to make a single award based on lowest and best bid.

**Scope of Work**

Due to the unanticipated nature related to facility operation and maintenance, the City does not guarantee any of the following:

1. All site locations will require services
2. Complete and precise scope of required services for any and all site locations
3. That any work will be required at any site location
4. Contractor will receive any work pursuant to this agreement

While the exact nature of work is unknown, it may include, but is not limited to the following:

- Dismantling of various building systems
- Rearranging and reassembling de-mountable wall systems
- Installing or relocating cloth partitions
- Painting interior and exterior walls
- Patching plaster and/or gypsum board
- Installing and/or repairing windows
- Repairing/replacing concrete floors, curbs and/or sidewalks
- Installing electrical circuitry
- Performing electrical repairs and installations
- Performing plumbing repairs and installations
- Performing mechanical system repairs and installations
- Welding and fabrication of steel
- Replacement or new installation of fencing/vehicle gate systems
- Repair and installation of suspended lay-in ceiling systems
- Relocating furniture and office equipment within buildings
- Gypsum board installation and/or finishing
- Rough and finish carpentry

- Dismantling and/or constructing metal, wood and/or masonry concrete block walls
- Catch basin repair and/or replacement
- Masonry block wall repair

### **Workflow Process: Initial Contact and Site Visit**

Once a project is identified, awarded contractor shall perform a site visit within two (2) working days (excluding observed holidays) or at a mutually agreeable time beyond the two (2) working day requirement, after being contacted by the designated City representative at the project site to discuss and define the scope of work for the requested project.

### **Presentation of Project Plan and Cost**

The awarded contractor shall present a written project plan within five (5) business days from date of site visit. A template of how the costs should be detailed is included with the excel pricing file for your use. The written plan and the pricing template shall include, at the minimum, the following information listed below:

- Estimated material list
- A list of which trades will be on the job
- Estimated project cost
- Project schedule as required by the City including:
  - o Estimated start date upon acceptance and delivery of purchase order
  - o Estimated length of time to complete project
  - o Project milestones (when appropriate)
- Site preparation details
- Site cleanup and waste disposal measures
- Detailed proposed labor breakdown showing number and classification of employees including on the job site supervisor when requested and approved by the appropriate designated City representative
- Construction drawings and specifications when required by the designated City representative or if required for permits
- Required building permits and associated fees

### **Acceptance of Project and Commencement of Work**

Upon written acceptance of project plan by the designated City representative, the City will provide contractor with a purchase order directly associated with the project. Once the contractor is in receipt of said purchase order, work may commence in accordance with the project plan.

Conversely, the awarded contractor shall not commence work without written prior approval of Project Plan and receipt of purchase order, or as directed by the designated City representative.

### **Requirements:**

To ensure a successful and satisfactory project, the points below represent essential processes that must be managed between the contractor and the designated City representative.

#### **Communication**

Communication must be maintained between all parties in a continual, prompt, and respectful manner from project commencement to completion.

#### **Quality of Work**

All work specified within this agreement must be performed in a workmanlike manner by properly trained personnel and shall conform to the highest professional standards.

## **Defective Work**

All work, which has been rejected or condemned, shall be repaired, or, if it cannot be satisfactorily repaired, removed and replaced at the contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the contractor at his expense.

The City will perform periodic inspections to ensure satisfactory performance. If services are found to be unsatisfactory, the City has the right to cancel any/all services immediately, without recourse.

## **Safety**

All work must be performed in compliance with the current Occupational Safety and Health Act and any revisions thereto. Any citations issued by OSHA shall be the responsibility of the vendor.

## **Materials, Supplies and Equipment**

All materials, supplies, equipment and labor are to be provided by the contractor. All replacement materials will meet or exceed that of existing materials. All replacement materials may be subject to review and approval by the City prior to installation. All related warranty information or Material Safety and Data Sheet ("MSDS") information shall be included as part of the any/all price quote package.

Materials shall be installed according to manufacturer's recommendations. **WARRANTY AND GUARANTEES:** Bidder shall include all manufacturers' warranty information, material quality assurance, and workmanship warranty with bid response.

All work shall be performed in a professional manner, subject to approval and acceptance by the City. Contractor shall complete all work in accordance with the specifications given for each project designated by the City. All materials and workmanship shall be satisfactory and guaranteed for not less than 365 days from the date of work or section of work.

## **Plans**

Contractor shall be responsible for providing project plans as requested by the Department/Division and/or required for necessary regulatory permits.

## **Permits**

All necessary permits, licenses and inspections required to complete the work specified in this IFB is the responsibility of the contractor. For permits and inspection services please confer with the City's Division of Building Inspections. Current permit forms with fee structure can be located at the following link:

<http://www.cityofdayton.org/departments/bs/bi/Pages/BuildingPermitForms.aspx>

## **Work Hours**

All work must be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday thru Friday excluding observed holidays. Work at other than these hours or days of the week must be arranged in advance and pre-approved by the designated City representative.

## **Sign In**

Contractor's personnel must sign in upon arrival at the determined City facility and must sign out upon departing. It shall be the responsibility of the contractor to coordinate with the designated City representative on a procedure for the contractor's personnel to follow when entering or leaving City facilities.

**Contractor's hourly rate charges shall begin at the time of arrival to job site and shall conclude at time of job site departure.**

## **Guarantee of Workmanship**

Contractor shall guarantee its workmanship and materials for a period of one (1) year from the date of acceptance by the facility and shall promptly remedy, at the contractor's expense, all defects due thereto which becomes evident during the guarantee period, and pay all expenses for any damages to other systems or structures resulting from work the awarded contractor performed.

## **Prevailing Wages**

The City's prevailing wages are in accordance with those of the State of Ohio prevailing wage rates. Said wage rates shall be applicable should services required exceed these wage rates.

## **Emergency Response**

Emergency response for any listed trade shall be within two (2) hours of notification. The time measurement will be from time of call (land phone, cell phone, pager, etc.) to the time of sign in at the designated City site. Failure to meet the immediate emergency response provision shall result in late delivery charges equal to twice the hourly rate quoted for the particular trade required, for each full hour past the required two hour response time. Repeated non-compliance with this requirement may be just cause for termination by breach of contract of the awarded vendor.

## **Housekeeping**

Contractor shall maintain good housekeeping behavior at all times. Regular and routine clean up from projects shall be all inclusive of areas where work was performed and shall be returned to conditions equal to or better than they were initially received by the vendor.

## **References**

Bidders shall provide three (3) references on the "References for Bidding Company" form included within this IFB. The City is particularly interested in references of other governmental clients, particularly any in the State of Ohio. Additionally, all bidders must have a minimum of five (5) years' experience in public improvement and emergency maintenance and/or repair services.

References shall only be accepted from companies for whom public improvement and emergency maintenance and/or repair services were performed. **Failure to provide references as set forth above may result in determining a bid nonresponsive.**

## **Contact Information**

Contractor shall provide the names, titles, telephone numbers and e-mail addresses of each person who will function as the City's primary contact and back-up contact. Contractor shall update this contact list whenever personnel changes occur during the terms of this agreement.

## **Invoicing**

Invoices shall be submitted, to the appropriate City Department/Division in a timely manner, not to exceed 30 days, after completion of service. All initial invoices submitted for payment shall include, but are not limited to the following:

- Total number of hours worked (labor)
- Location of services performed: Building name, (e.g. City Hall, Safety Bldg., etc.) if applicable, location address, City Department/Division work was performed for
- City purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)
- Copies of supplier invoices for materials, supplies, consumables, and related materials

Additional copies of invoices and all supporting documentation shall be provided upon request.

Each invoice is to be sent by standard mail or electronically to the appropriate City contact below:

Facilities Maintenance Supervisor  
Mr. Daniel McDermitt  
325 N. Paul Laurence Dunbar St.  
Dayton Oh. 45402  
[Daniel.mcdermitt@daytonohio.gov](mailto:Daniel.mcdermitt@daytonohio.gov)

And one copy of each invoice shall be sent electronically to:

[Lisa.hanley@daytonohio.gov](mailto:Lisa.hanley@daytonohio.gov)

Contractors shall not charge for any items outside of this agreement including but not limited to shop supplies and drive time. The City will not pay any additional charges for such items.

## **Right to Audit**

The City reserves the right to audit all invoices submitted by vendor. In addition, when discrepancies arise, the contractor will be required to pay the difference of the amount quoted in the contract and the amount charged on the invoice, plus twenty percent (20%) of the amount invoiced or fifty dollars (\$50.00), whichever is more.

## **Public Liability Insurance**

It is a requirement of the City that all contractors, when working for the City, shall provide liability coverage to defend the City against claims for damages arising out of the work of the contractor, his subcontractor or their respective employees.

Contractor shall furnish proof of general liability insurance prior to the performance of any work as a result of this bid; the successful bidder shall furnish proof of general, automobile and employer's liability insurance and workers compensation, upon request. The City shall be named as an additional insured for insurance required for any/all projects.

The contractor shall also maintain worker's compensation insurance to protect employees in case of bodily injury, including death during the entire duration of this agreement.

All insurance policies required under this section shall include an endorsement requiring the insurance company to give thirty (30) days prior written notice to the City before any change or cancellation becomes effective. All insurance policies shall be through insurance companies licensed to conduct business in the State of Ohio.

## Bid Opening

All bids shall be submitted as a PDF via electronic submission to [bids@daytonohio.gov](mailto:bids@daytonohio.gov). The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's bid document exceed this limit, your company will have to submit its bid document in multiple parts (emails). Should bid document require multiple emails, please designate in the "Subject" line of each email sent: IFB No. 20032JL Part 1, IFB No. 20032JL Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:

Topic: Bid Opening - 20032JL

Time: Aug 27, 2020 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/9777559794?pwd=SERIK1dscnk3eEd6UGNIV1o2ck5Vdz09>

Meeting ID: 977 755 9794

Passcode: 980135

One tap mobile

+13017158592,,9777559794#,,,,,0#,,980135# US (Germantown)

+13126266799,,9777559794#,,,,,0#,,980135# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 977 755 9794

Passcode: 980135

Find your local number: <https://us02web.zoom.us/j/9777559794?pwd=SERIK1dscnk3eEd6UGNIV1o2ck5Vdz09>

**Attachment A: Site Locations**

City of Dayton		
Property Management Buildings		
Facilities	City Hall	101 West 3rd Street
Facilities	Kiser Street Complex	520 Kiser Street
Facilities	One Stop Center	371 West 2nd Street
Facilities	Greater Dayton Rec Center	2021 West 3 <sup>rd</sup> Street
Facilities	Property Management – Field Office	325 N. Paul Laurence Dunbar St
Fire Department	F.R.O.C. Priority Building	903 W Fairview Ave
Fire Department	Firehouse 2	1009 E 3rd St
Fire Department	Firehouse 4	300 N Main St
Fire Department	Firehouse 8	2636 Stanley Ave
Fire Department	Firehouse 9	630 Salem Ave
Fire Department	Firehouse 10	1234 S Broadway
Fire Department	Firehouse 12	4236 Brandt Pike
Fire Department	Firehouse 13	1723 W 3rd St
Fire Department	Firehouse 14	2213 N Main St
Fire Department	Firehouse 15	2801 Wayne Ave
Fire Department	Firehouse 16	4111 Kings Highway
Fire Department	Firehouse 17	4118 W 3rd St
Fire Department	Firehouse 18	207 S Smithville
Fire Department	Fire Training Center	200 Mc Fadden
Fire Department	Fire Maintenance	1601 Stanley Ave
Ottawa Yards	Bldg. 14 - Waste Collection	1101 East Monument Ave.
Ottawa Yards	Bldg. 23 – Dir. Of Public Works	1736 E. Monument Ave.
Ottawa Yards	Bldg. 4 - Street Maintenance	1017 E Monument
Ottawa Yards	Bldg. 7 - Fleet Management (Centralized Garage)	1010 Ottawa Street
Police	CPOD	248 Salem Avenue
Police	EPOD - N	417 E Helena Street
Police	EPOD - S	2721 Wayne Avenue
Police	Police Academy	3237 Guthrie Road
Police	Safety Building	335 West 3rd Street
Police	Signal Building C.I.	15 East Monument Ave.
Priority Board	PB, Northeast (disposal property--leased)	359 Maryland Ave.
Recreation	Northwest Rec Center	1600 Princeton Drive
Recreation	Lohrey Rec Center	2366 Glenarm Ave.
Various Parks	Various Parks	Various Parks

## TERMS AND CONDITIONS

1. **BILLING:** All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Procurement, immediately.
2. **INVOICE:** All invoices must be in duplicate and must be forwarded to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoice, whichever is later.
4. **PAYMENTS:** With the award this contract, the successful vendor(s) will be required to receive their payment(s) electronically via a virtual credit card by the City's contracted provider effective 01/01/2019. All fees associated with acceptance of the payment will be the responsibility of the vendor.
5. **F.O.B.:** Destination (City of Dayton, Ohio) with delivery to the specified Department at the specified street address. **NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill.
6. **TAXES:** The City of Dayton is exempt from payment of Federal excise taxes and State retail sales taxes. The City of Dayton's Federal Exemption Certificate is No. 31-73-0546K and Ohio Vendor's License No. is 57-15847. The Vendor is responsible for all Social Security taxes and Workers' Compensation contributions for the Vendor or any of the Vendor's employees.
7. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the Purchase Order number, and must not exceed the quantities specified.
8. **CANCELLATION:** The City of Dayton reserves the right to cancel this order by written notice if the Vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.
9. **DEFAULT PROVISIONS:** In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excess costs occasioned thereby.
10. **NO VERBAL AGREEMENTS:** The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton. The receipt of this purchase order does not indicate an authorization of fulfillment. Confirmation by City personnel must be received as indicated in the purchase order before any orders are placed.
11. **PATENT AND COPYRIGHT INFRINGEMENTS:** It is hereby understood that by acceptance of this order, the Vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incidental to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
12. **APPLICABLE LAWS:** The Vendor warrants that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders.
13. **INSPECTION:** The City of Dayton may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion.
14. **WARRANTY:** The Vendor warrants all items delivered hereunder to be free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.
15. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain in the Vendor until the items in a completed state have been delivered to and accepted by the City of Dayton or to an agent or consignee duly designated by the City of Dayton at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. If no such packing slip is sent, the count or weight by the City of Dayton or its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.
16. **SAVE HARMLESS:** To the fullest extent permitted by law, the Vendor shall protect, defend, indemnify and hold free and harmless the City of Dayton, its agents, consignees, employees, and representatives from any and all claims, damages, losses claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney's fees, arising out of any acts or omissions of the Vendor, its officers, employees, including but not limited to temporary employees that the Vendor provides to the City of Dayton who may be trained or controlled by the City of Dayton to any degree, consultants, agents, and subcontractors of any tier used in any way to provide the goods or services for this purchase order.
17. **FORCE MAJEURE:** Neither the City nor Vendor shall be considered in default of these Purchase Order Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of these Terms and Conditions, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City of Consultant under this Agreement. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under this Purchase Order.
18. **INSURANCE:** If requested by the City of Dayton, the Vendor shall maintain policies of liability insurance of such types and such amounts and with such companies as may be designated by the City of Dayton, which policies shall be written so as to protect the City of Dayton and the Vendor from the risks enumerated in Section 15. Such policies of insurance shall not be cancellable except upon thirty (30) days written notice to the City of Dayton and proof of such insurance shall be furnished by the Vendor to the City of Dayton. In addition, such policies shall protect all subcontractors of the Vendor. The Vendor agrees to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies.
19. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawing, notes, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference the same as if fully set forth. The City of Dayton shall at all times retain title to all such documents and the Vendor shall not disclose such to any party other than the City of Dayton or a party duly authorized by the City of Dayton. Upon the City of Dayton's request or upon completion and delivery of the items the Vendor shall promptly return all such documents to the City of Dayton.
20. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor represents that it has examined the premises and any specifications or other documents furnished in connection with the items and that it has satisfied itself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on the part of the Vendor.
21. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items the Vendor shall leave the premises and the items broom-clean.
22. **EQUAL EMPLOYMENT OPPORTUNITY, R.C.G.O. Sec. 35.14:** (a) The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. (b) It is expressly agreed and understood by Vendor that R.C.G.O. Sec. 35.14 constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
23. **AGREEMENT TO BE EXCLUSIVE:** This Purchase Order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Purchase Order or any representation inducing the execution and delivery of this Purchase Order except such representations as are specifically set forth herein, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
24. **GOVERNING LAW:** This Purchase Order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be heard.
25. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Dayton in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this Purchase Order and any other rights or remedies that the City of Dayton may have at law or in equity in any such instance.
26. **PRODUCT MANUFACTURE LABOR STANDARDS:** Products and services provided for in this Purchase Order cannot be produced under "Sweatshop" Conditions as defined in Informal Resolution No. 301-97 as adopted by the Commission of the City of Dayton. The City of Dayton encourages vendors, contractors, Enterprise Zone employers and other organization doing business with the City of Dayton to use their best efforts to pay a living wage to their employees in accordance with Informal Resolution No. 321-98 as adopted by the Commission of the City of Dayton.
27. **CONTRACTOR:** Contractor acknowledges its employees are not public employees for purpose for Ohio Public Employees Retirement System ("OPERS") membership.

## AFFIRMATIVE ACTION ASSURANCE

NOTE: Prior to any award on this bid the vendor(s) must have a current Affirmative Action Assurance Form on file and approved by the City of Dayton Human Relations Council.

If you have a current approval, please enclose a copy with your bid.

If you do not have a current approval, or are not sure if you do, please contact the Human Relations Council at 937/333-1403 or by following instructions at link:

<http://daytonhrc.org/business-technical-assistance/affirmative-action-assurance/affirmative-action-assurance-application>.

If you are notified by the City of Dayton that your company does not have a current “AAA” approval, you will have five (5) working days to obtain the approval. Failure to obtain this approval within five (5) working days may be cause for rejection of your bid(s).

**CITY OF DAYTON, OHIO  
PROCUREMENT ENHANCEMENT PROGRAM (PEP) PREFERENCE FORM**

Ordinance #31023-10 (hereinafter referred to as 'the Ordinance') passed by the Dayton City Commission provides for a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services purchased by the City of Dayton as defined in section 35.42 of the Revised Code of General Ordinance (R.C.G.O.). Excerpts of the ordinance are provided for your information.

The rules and regulations adopted by the City for the administration of this ordinance require that bidders claiming Preference complete this form for each bid.

Failure to properly complete and return this form may result in not being qualified to receive preference under the Ordinance.

**If I am a:** 1. **Local and certified MBE, WBE or SBE 10%**  
or 2. **Local and not certified MBE, WBE or SBE 5%**  
or 3. **Certified and not local 5%**

If my bid is within the above percentage of the lowest bid submitted, I agree to reduce my bid to match the lowest bid

**Check one** [ ] Yes [ ] No [ ] Please contact me

**PREFERENCE CLAIMED** - check one or both [ ] Dayton Local Bus. [ ] Certified MBE, WBE, or SBE

**NOTE** if claiming local preference, the business location must meet the definition of a Dayton Local Business.

**NOTE** if claiming Certified M/W/SBE preference, the business must submit a current copy of the City of Dayton HRC certification letter with the bid.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

FEDERAL I.D. NO.: \_\_\_\_\_

If incorporated. If a sole proprietorship, use Social Security number of owner.

**TESTIMONY AND AUTHORIZATION**

The undersigned, on behalf of the aforementioned business concern, hereby authorizes the City of Dayton Department of Finance, Division of Taxation to provide proof of situs pursuant to the Ordinance (#31023-10), to the city of Dayton Division of Purchasing. In so doing, I authorize the Division of Taxation to disclose such records as may be necessary to establish qualifications for local preference as required by the Ordinance or any subsequent rules and regulations adopted in the administration of the Ordinance. I, on behalf of the aforementioned business concern, hereby release the City of Dayton and its officers, employees, or agents from any and all liability for the disclosure of any information establishing these qualifications. If applying as a Dayton Local Business, I attest to the fact that the business is physically located within the corporate limits and boundaries of the City of Dayton, Ohio. By affixing my signature to this form, I also attest that I am a duly authorized agent of the aforementioned business concern.

\_\_\_\_\_  
Type or Print Agent Name

\_\_\_\_\_  
Agent Signature and Date

## Excerpts from ORDINANCE #31023-10

Establishing a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services

### Section 1. Definitions

- (a) **“Dayton Local Business”** hereafter called City Bidder, is a business as defined in Section 35.35 of the Revised Code of General Ordinances (R.C.G.O.) who is a business located within the corporate limits of the City that has filed or paid a payroll or earnings tax in the most recent calendar quarter and is a taxpayer in good standing with the City of Dayton.
- (b) **“Minority Business Enterprise (MBE)” or “Women Business Enterprise (WBE)” or “Small Business Enterprise (SBE)”** as certified through the City’s Human Relations Council and as defined by 35.35 of the R.C.G.O.
- (c) **“Goods”** All things, including specially manufactured goods, which are movable at the time of identification to the contract for sale, other than the money in which the price is to be paid, investment securities and things in action, and excluding land or a permanent interest in land
- (d) **“Services”** Those services within the scope of the practices included within professional services and general services.

### Section 2. Intent

The intent is to expand the City’s ability to provide a revenue neutral program, while allowing flexibility in the award process to include and prefer those companies qualified for the preference. In order to receive the preference, the business must be within the stated percentage and willing to reduce their bid.

Preferences will be given in the following order:

Step 1) 10% preference for a business that is local AND certified,

Step 2) If no business meets the above criteria, THEN a 5% preference for a non-certified local business may be granted,

Step 3) If no business meets either of the above criteria, THEN a 5% preference for a non-local certified business may be given.

### Section 3. Applying Local & Certified Preference Example

Bid Responses:

Bidder A: Not a certified and not a Dayton local business bids: \$100

Bidder B: Certified (MBE, WBE, or SBE) and Dayton Local Business bids: \$110

Bidder C: Not certified but is a Dayton Local HUB Zone Business bids: \$105

Bidder D: Not certified, but is a Dayton Local Business (non HUB) bids: \$105

Bidder E: Certified, but is not a Dayton Local Business bids: \$104

In step one, Purchasing would first contact Bidder B a Dayton Local & Certified Business (since they are within 10% of the low bid), to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder B is awarded the contract at \$100, if “No”, Purchasing would move onto the next criterion.

In step two, we have a tie between two Dayton local businesses (Bidder C and Bidder D), who are both within 5% of the low bid. The tie would be broken in favor of the Dayton Local business that is a qualified Dayton HUB Zone business. Purchasing would contact Bidder C to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder C is awarded the contract at \$100, if “No”, Purchasing would move onto the other Dayton Local business, Bidder D. Again Purchasing would contact Bidder D to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder D is awarded the contract at \$100, if “No”, Purchasing would move onto the next Criterion.

For step three, we have Bidder E who is certified through the City of Dayton as an MBE, WBE or SBE and within 5% of the low bidder, but is not a Dayton Local Business. Purchasing would contact Bidder E to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder E is awarded the contract at \$100, if “No”, Purchasing would have exhausted all possible preferences and would award to Bidder A the low bid of \$100.

### Section 4. Ties

When ranking qualifying businesses, In the event of a tie between two (2) or more Dayton Local Business bidders that are certified MBE, WBE or SBEs, ties will be broken through a lottery method until the winner remains. In the event the event of a tie between two Dayton Local Businesses, the tie shall be broken in favor of a Dayton Local Business that is also SBA HUBZone Certified. In the event of a tie between two (2) or more certified MBE, WBE or SBE bidders, ties will be broken through a lottery method until the winner remains.

### Section 5. City Manager Authorization

The City Manager or designee may promulgate rules and regulations to implement this ordinance provided they are not inconsistent with the expressed provisions of this ordinance.

### Section 6. Severability

This ordinance may be subject to the application of the laws of the State of Ohio or the United States of America, which may preempt all, or a portion of this ordinance.

### Section 7. Expiration

Pending City Commission approval this ordinance shall expire September 29, 2020.

PRODUCT MANUFACTURE LABOR STANDARDS  
VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

- A. Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.
- B. Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.
- C. Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.
- D. Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.
- E. Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.
- F. Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.
- G. Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: \_\_\_\_\_

Bidding Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature/Title: \_\_\_\_\_

Federal I.D.#: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_